

AMENDMENT NO. 2
TO
NAPA COUNTY AGREEMENT NO. 220242B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment”) **OF NAPA COUNTY AGREEMENT NO. 220242B** is made as of this 10th day of September 2024, by and among NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and STANTEC CONSULTING SERVICES, INC., a New York corporation, whose mailing address is 2890 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 220242B (hereinafter referred to as “Agreement”), COUNTY engaged the services of CARDNO, INC., to perform engineering services needed for the design, permitting, and project delivery of a replacement culvert where Campbell Creek crosses under Dry Creek Road (“Project”); and

WHEREAS, CARDNO, INC. was acquired by CONTRACTOR effective January 1, 2023; and

WHEREAS, on January 24, 2023 the Parties entered into Amendment No. 1 to increase total compensation under the agreement by \$79,250 for a new maximum of \$441,605 and to assign the contract from CARDNO, INC., to CONTRACTOR; and

WHEREAS, the Parties now desire to amend the Agreement to extend the contract term, modify and add to the Scope of Work of the Project and increase the compensation to reflect such changes.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended in its entirety as follows:

Term of the Agreement. The term of this Agreement shall commence on the 8th day of February, 2022 and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Paragraph 2 of the Agreement is amended in its entirety as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A,” attached hereto, in addition to the Request for Proposals and CONTRACTOR’s proposal(s), incorporated by reference herein, and on or after the January 24, 2023 effective date of Amendment No. 1, those additional services and amendments as to “Task 13” and additional services as to “Task 15” set forth in Exhibit “A-1,” incorporated into the Agreement by reference in Amendment No. 1. Additionally, on or after the first date written above on this Amendment No. 2, those additional services as to “Task 16” and “Task 17” set forth in Exhibit “A-2,” said Exhibit being incorporated herein by this reference.

3. Paragraph 3 of the Agreement is amended in its entirety as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B,” attached hereto and incorporated by reference herein.

(b) Expenses. Travel, direct costs, and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the “Direct Cost” allocation and limits set forth in Exhibit “B.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of Five Hundred Twenty Four Thousand, One Hundred and Two Dollars (\$524,102) for professional services and Seven Thousand Three Hundred Fifteen Dollars (\$7,315) for expenses for a total not to exceed amount of Five Hundred Thirty One, Four Hundred Seventeen Dollars (\$531,417); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Paragraph 28 of the Agreement is amended in its entirety as follows:

Special Terms and Conditions.

(a) CONTRACTOR shall comply with those requirements set forth in potential/future federal, state, or local grant funding requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) COUNTY delegates its authority to the Director of Public Works to approve future changes or amendments to Exhibits A, A-1, A-2 and B, attached to the Agreement and this Amendment, provided that any such change or amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under the Agreement and this Amendment.

5. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement, as amended by Amendment No. 1, shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 2 to Napa County Agreement No. 220242B was executed by the parties hereto as of the date first above written.

STANTEC CONSULTING SERVICES, INC., a New York Corporation

By Ross-Smith, Katie Digitally signed by Ross-Smith, Katie
Date: 2024.08.14 21:09:58 -07'00'
KATIE ROSS SMITH, Business Unit Leader

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

| | | |
|--|--|--|
| <p>“COUNTY”APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 13, 2024</u></p> <p>PL No.: 118209</p> | <p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p> | <p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|--|--|--|

EXHIBIT A-2

SCOPE OF WORK

The following adds additional services to the Scope of Work of the Agreement:

TASK 16 NEPA COMPLIANCE - \$38,275

As stated above, we expect that a CE is the appropriate NEPA document for this Project. If, during the evaluation of resource areas, unusual circumstances are identified that would preclude a CE from applying, Stantec will adjust this SOW and budget to reflect preparation of a more intensive environmental document, such as an EA.

16.1 Project Management

Stantec will maintain an open line of communication with the **County** and **FHWA** throughout the duration of the Project. This will be accomplished through a combination of conference calls, informal communications (e.g., e-mails; including biweekly progress e-mails to the **County**), and submittals of pertinent written correspondence. Stantec will also perform project set-up, monitoring, tracking, invoicing, and closeout in accordance with contract project management requirements.

- Deliverables: Meeting notes; emails summarizing conversations; project updates and invoices.
- Meeting(s): Attendance at up to four (4) virtual meetings with the County

16.2 Coordinate with NEPA Lead Agency

We will coordinate with NEPA lead agency, FHWA¹. This will entail up to two virtual meetings with the FHWA point of contact to a) confirm a CE as the appropriate NEPA approach and confirm FHWA's preferences for CE required documentation; and b) confirm and review CE documentation once it is prepared – including for all the resource topic areas of FHWA interest.

16.3 Complete NEPA Analysis

Complete required evaluations to defensibly document that the Project as proposed will not result in significant environmental impacts and that no unusual circumstances are present (per FHWA's NEPA guidelines, [23 CFR Part 771.117](#)).

The expected narrative documentation for resource topics (e.g., biological resources, cultural resources, hydrologic resources, etc.) is expected to be brief and may reference a more detailed technical study (e.g. as included as part of CEQA documentation or permit documentation) on a particular environmental topic. This scope of work assumes that appropriate documentation and environment effect conclusions for all resource topics may be reached with reference to existing available information, with the exception of aquatic and terrestrial biological resources and

¹ In accordance with 23 CFR 771.117 FHWA has a Memorandum of Understanding (MOU) with the California Department of Transportation (Caltrans) allowing Caltrans to make a NEPA CE certification or determination and approval on FHWA's behalf.

historic/cultural resources. For these resource topics we expect that more in-depth study will be required to support the determination that there is no potential for adverse environmental effects.

- Pertaining to aquatic biological resources: We expect and will confirm that federal consultation requirements pertaining to aquatic endangered species will be satisfied with the National Oceanic and Atmospheric Administration (NOAA) Fisheries Restoration Center Regional Condition programmatic Biological Opinion (refer to correspondence between NOAA’s Fish Biologist Joe Pecharich and consultant to the County, Patricia Sussman, dated August 7, 2023).
- Pertaining to terrestrial biological resources: We expect and will confirm that the federal consultation requirements and existing CDFW avoidance and minimization requirements pertaining to terrestrial endangered species, including northern spotted owl, are sufficient to arrive at a No Effects determination for all species.
- Pertaining to historic resources: As part of this task Stantec will consult with FHWA as the NEPA lead agency on assuring compliance with Section 106. This SOW assumes this will entail additional consultation to the same Native American tribes for which AB 52 consultation under CEQA was completed. Our budget includes a minimal amount of hours for cultural support in case of unexpected tribal consultation requests or the need to consult with State Historic Preservation Officer (SHPO), but these hours are limited commensurate with the anticipated required tasks. If unexpected cultural resource issues arise as part of the NEPA review process, Stantec can accommodate those requests with a modified SOW and budget.

16.4 Complete CE Documentation

Synthesize findings/analysis from subtask 1C and prepare CE documentation. This will include utilization of forms as directed by FHWA to file the CE documentation (and any associated attachments) and supporting FHWA, as requested, to process, coordinate and issue a determination for the CE.

- Deliverables: Project description and project location map; CE documentation
- Meeting(s): Attendance at up to two (2) virtual meetings with FHWA

TASK 17 ADDITIONAL PERMITTING SUPPORT - \$44,220

Through the process of obtaining grant funds and permits, unforeseen additional efforts outside of the original scope have been required. Stantec will attend meetings, facilitate coordination, provide additional backup information and design information as requested by permitting agencies and as required.

17.1 Fish Passage Technical Memo

Through the permitting review process, additional information for the fish passage design was requested. A new technical memo specifying the fish passage criteria and design steps is required to facilitate permitting. This memo will be reviewed by CDFW and the San Francisco Regional Water Quality Control Board (Waterboard) and others during the permitting process. Stantec will meet virtually to discuss the memo and answer questions from permitting agencies. Additional

efforts and coordination are required to ensure a smooth permitting process and to keep the project moving forward. The Technical memo will include up to two iterations, permitting agency and Napa County comments will be provided electronically.

- Deliverables: Draft and Final Fish Passage Memo

17.2 Permit Support

Additional support and guidance is required through the permitting process to ensure a smooth project permitting timeline is maintained, permits are issued as expeditiously as possible, and permit conditions are reasonable for the County to implement. Stantec will provide review of permitting agency Requests for Information (RFI) and provide guidance, attend meetings, review permit language and develop or recommend addendums to support the permitting process. The anticipated budget for this support is commensurate with the anticipated and known follow-up needed based on requests from the permitting so far and can be modified if more support is needed than anticipated under this SOW.

17.2.1 Permitting agency RFIs:

Stantec will review any RFIs generated by permitting agencies and develop suggested responses and/or compile existing information into memos or narrative description to satisfy RFIs. Up to 4 RFI's are anticipated as part of the permitting process.

17.2.2 Permit Review/Compliance:

Stantec will review draft permit conditions/requirements and provide guidance on any issues requiring overly tight project controls or generally unnecessary or extreme measures. Stantec will coordinate with Napa County to ensure permits are applicable and address agency concerns while remaining acceptable by the County.

17.2.3 Coordination/Meetings:

Stantec will attend meetings set up by Napa County or permitting agencies to address project comments. Meetings are assumed to be help virtually with up to one (1) field meeting at the site. Up to 6 scheduled virtual meetings will be held with meeting preparation and meeting summaries.

17.2.4 Permitting required plan set changes:

Stantec has developed 95% design plans for the County which include comments compiled to date. Based on correspondence to date we expect that these plans will require modification to address both final comments from Napa County as well as comments from permitting agencies. While the original scope and budget assumed time to incorporate some comments, based on agency engagement to date this scope of work includes the time required to comprehensively incorporate feedback from permitting agencies into the design plan set sufficient to ensure the permitting process moves forward smoothly.

Schedule:

Once contracted, Stantec expects to complete the NEPA evaluation within 5 months – inclusive of any additional tribal outreach required and including correspondence with FHWA. Please

note: the schedule for completion will be dependent on the responsiveness of FHWA as the NEPA lead agency. Inability to schedule and conduct meetings may result in a need to extend the project schedule.

Assumptions:

- Tasks identified in this SOW are based on the Information Required for Probable Categorical Exclusion (23 CFR Part 771.117) specific to FHWA's NEPA CE checklist.
- All deliverables will be in electronic format (e.g., .pdf).
- All meetings are assumed to be conducted virtually (e.g., Microsoft Teams), with the exception of one site visit.
- The SOW assumes one substantive round of reviews from the County and one substantive round of reviews from FHWA for documents supporting CE determination.

EXHIBIT "B"

COMPENSATION AND EXPENSE REIMBURSEMENT

Rates

| | Total Rate |
|-----------------------------|-------------------|
| Senior Consultant 3 | \$ 250 |
| Senior Consultant 2 | \$225 |
| Senior Consultant 1 | \$205 |
| Senior Project Consultant 2 | \$195 |
| Senior Project Consultant 1 | \$175 |
| Senior Staff Consultant 2 | \$130 |
| Project Consultant 2tnt | \$160 |
| Project Consultant 1 | \$145 |
| Consultant 1 | \$105 |
| Assistant Staff Consultant | \$90 |
| Technical Editor | \$140 |
| Senior Project Coordinator | \$115 |

Expenses

| | | |
|-------------------|----------|------------|
| Mileage Costs | Per mile | \$IRS Rate |
| Meals and Lodging | Each | \$GSA Rate |

Note: Total reimbursable expenses not to exceed is SEVEN THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$7,315). Maximum annual escalation allowed is 5%.